

MEDICAL DISPUTE RESOLUTION FINDINGS AND DECISION

PART I: GENERAL INFORMATION

Type of Requestor: () HCP () IE () IC	Response Timely Filed? (x) Yes () No
Requestor's Name and Address RHD Medical Center P.O. Box 809053 Dallas, TX 75380	MDR Tracking No.: M4-04-2862-01
	TWCC No.:
	Injured Employee's Name:
Respondent's Name and Address Liberty Mutual Fire Insurance c/o Hammerman & Gainer Box 42	Date of Injury:
	Employer's Name: Alcatel USA Marketing Inc.
	Insurance Carrier's No.: 949530483

PART II: SUMMARY OF DISPUTE AND FINDINGS

Dates of Service		CPT Code(s) or Description	Amount in Dispute	Amount Due
From	To			
01/30/03	01/31/03	Inpatient Hospitalization	\$22,458.87	\$0.00

PART III: REQUESTOR'S POSITION SUMMARY

The Requestor did not submit a Position Summary; however, the Requestor's rationale noted on the Table of Disputed Services states, "Please review TWCC rule 134.401. Section (c) Reimbursement, (4) Additional Reimbursements, (specifically implantables. Rev codes 276 and 278) that are paid at cost plus 10% apply only to bills that do not reach the stop-loss threshold described in subsection (c)(6) of this section. Please review Section c (6)(A)(iii, IV, V). It states that if audited charges exceed the stop-loss threshold, reimbursement for the entire admission shall be paid using a Stop-Loss Reimbursement Factor of 75%. Audit charges are those charges which remain after a bill review b the insurance carrier has been performed. Those charge which may be deducted are personal items. If an on-site audit is performed, charges for services which are not documented as rendered during the admission may be deducted and items and services not related to the injury may be deducted. Carrier did not perform an on-site audit, there are no charges unrelated to the injury. There are no personal items listed on the UB92."

PART IV: RESPONDENT'S POSITION SUMMARY

Position Summary states in part, "...Upon conducting a line by line audit, it was determined that the charges for implants were inflated. The total charge for implants was deducted from the total billed charges. The implants were then re-priced at usual and customary, per the geographical area and added back t the remainder of charges... When the total billed charge for implants were deducted from the total billed charges and the implants were re-priced to fair and reasonable and added back to the remainder of charges, the total billed charge were less than the Texas Workers' Compensation \$40,000 stop loss threshold..."

PART V: MEDICAL DISPUTE RESOLUTION REVIEW SUMMARY, METHODOLOGY, AND/OR EXPLANATION

This dispute relates to inpatient services provided in hospital setting with reimbursement subject to the provisions of Rule 134.401 (Acute Care Inpatient Hospital Fee Guideline). The hospital has requested reimbursement according to the stop-loss method contained in that rule. Rule 134.401(c)(6) establishes that the stop-loss method is to be used for "unusually costly services." The explanation that follows this paragraph indicates that in order to determine if "unusually costly services" were provided, the admission must not only exceed \$40,000 in total audited charges, but also involve "unusually extensive services."

After reviewing the documentation provided by both parties, it does **not** appear that this particular admission involved "unusually extensive services." Accordingly, the stop-loss method does not apply and the reimbursement is to be based on the per diem plus carve-out methodology described in the same rule.

The total length of stay for this admission was 1 day (consisting of 1 day for surgical). Accordingly, the standard per diem amount due for this admission is equal to \$1,118.00. In addition, the hospital is entitled to additional reimbursement for (implantables/MRIs/CAT Scans/pharmaceuticals) as follows: Review of the submitted documentation by the healthcare provider reveals that invoice(s) for the implantables was not submitted; therefore, MDR could not confirm the cost of the implantables. The insurance carrier reimbursed the healthcare provider \$16,952.50.

Considering the reimbursement amount calculated in accordance with the provisions of rule 134.401(c) compared with the amount previously paid by the insurance carrier, we find that no additional reimbursement is due for these services.

PART VI: COMMISSION DECISION

Based upon the review of the disputed healthcare services, the Medical Review Division has determined that the requestor is **not** entitled to additional reimbursement.

Findings and Decision by:

Marguerite Foster

03/09/05

Authorized Signature

Typed Name

Date of Order

PART VII: YOUR RIGHT TO REQUEST A HEARING

Either party to this medical dispute may disagree with all or part of the Decision and has a right to request a hearing. A request for a hearing must be in writing and it must be received by the TWCC Chief Clerk of Proceedings/Appeals Clerk within 20 (twenty) days of your receipt of this decision (28 Texas Administrative Code § 148.3). This Decision was mailed to the health care provider and placed in the Austin Representatives box on _____. This Decision is deemed received by you five days after it was mailed and the first working day after the date the Decision was placed in the Austin Representative's box (28 Texas Administrative Code § 102.5(d)). A request for a hearing should be sent to: Chief Clerk of Proceedings/Appeals Clerk, P.O. Box 17787, Austin, Texas, 78744 or faxed to (512) 804-4011. A copy of this Decision should be attached to the request.

The party appealing the Division's Decision shall deliver a copy of their written request for a hearing to the opposing party involved in the dispute.

Si prefiere hablar con una persona in español acerca de ésta correspondencia, favor de llamar a 512-804-4812.

PART VIII: INSURANCE CARRIER DELIVERY CERTIFICATION

I hereby verify that I received a copy of this Decision in the Austin Representative's box.

Signature of Insurance Carrier: _____ Date: _____